



**Request for Proposals 22-02
INDIANA EDUCATION SCHOLARSHIP ACCOUNT PROGRAM
(INESA)**

**For
INESA Marketing Services**

**RELEASE DATE: FEBRURY 28, 2022
DEADLINE FOR INQUIRIES: MARCH 16, 2022
DEADLINE FOR SUBMISSION: MARCH 25, 2022**

INESA CONTACT
Jaclyn A. Guglielmo
Executive Director
One North Capitol, Suite 900
Indianapolis, IN 46204
(317) 233-0585
JGuglielmo@tos.in.gov

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I. INTRODUCTION

A. BACKGROUND

The Indiana Education Scholarship Account Program (INESA) requests proposals from qualified marketing firms (Providers) who wish to provide marketing services (Services) to help engage, educate, and promote INESA to eligible students and participating entities.

INESA is a program of the State of Indiana, administered and overseen by the Indiana Treasurer of State (TOS). INESA was established in 2021 and is projected to take effect in the 2022-2023 school year. Through the use of dedicated scholarship money, families of eligible students or emancipated eligible students who participate in INESA have the opportunity to choose the educational environment and services that help them best meet their unique learning needs. A student will be eligible if they meet specific residency, age, disability, and income requirements. Scholarship money may be used to purchase approved educational programs, therapies, services, tuition and fees, and other expenses related to the student's education. Scholarship funds will be deposited directly into each student's account which will be available to parents via a secure online portal. Parents can then make payments directly to participating entities from the student's account, no reimbursements or debit cards will be issued.

A participating entity is an individual, organization, agency, or other entity authorized by the Indiana Treasurer of State's Office to provide services to INESA students. All participating entities must meet the requirements of INESA at the time of application and throughout the duration of participation in the program. If a parent would like to use INESA funds to make payments to a service provider that is not currently on the pre-approved list, the provider must first apply and be approved to participate in the program.

An eligible student's grant amount will consist of 90% of the tuition support allotted per student based on their geographically assigned public school district. If the parent opts for the student to receive special education services outside of the public school, the grant amount will also include 100% of the APC (or special education dollars) based on disability.

B. MARKETING PLAN

INESA intends to contract with a qualified marketing firm to develop and implement a Comprehensive Marketing Plan. Comprehensive Marketing Plans should be designed to increase the number of eligible students enrolled in the program and to increase the number of participating entities providing services to the program.

C. SCHEDULE OF EVENTS

Unless otherwise specified below, all deadlines are at **4:00 PM EDT** on each date listed. INESA reserves the right to adjust this schedule in its sole discretion.

DESCRIPTION	DATE
Release of RFP	February 28, 2022
Final Date for Questions from Potential Providers	March 16, 2022
INESA Responses to Questions	March 18, 2022
Deadline for Submission of Proposals	March 25, 2022

D. WRITTEN QUESTIONS PROCESS

All questions and requests for clarification related to this RFP process must be submitted in writing via email by **March 16, 2022 by 4:00 PM EDT** to JGuglielmo@tos.IN.gov. The email subject line should contain the following phrase: **“REQUEST FOR PROPOSALS 22-02, WRITTEN QUESTIONS”**.

Subsequent to the Written Questions deadline, INESA will compile a list of the questions submitted by all Providers. Answers to the questions will be posted to the INESA website at <https://www.in.gov/tos/INESA/>. Only answers posted on the INESA website will be considered official and valid. No Provider shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Please note that Jaclyn A. Guglielmo, Executive Director of INESA, is the only point of contact for this RFP. Inquiries are not to be directed to any other staff member of the Office of the Indiana Treasurer of State. Such action may disqualify the Provider from further consideration for a contract resulting from the RFP.

E. INESA’S RIGHT TO AMEND AND/OR CANCEL THE RFP

INESA reserves the right to amend this RFP. If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for submissions, then an addendum will be posted on INESA’s website.

By submitting a response, the Provider shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP whether or not such revision occurred prior to the time the Provider submitted its response) unless expressly stated otherwise in the provider’s response. Providers are encouraged to frequently check the RFP for additional information. Finally, INESA reserves the right to cancel this RFP at any time.

F. COSTS FOR PREPARING RESPONSES

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in this RFP process is the sole responsibility of the Provider. INESA will not provide reimbursement for such costs.

G. CONFIDENTIALITY

Providers are advised that materials contained in Proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq., and, after award, the entire Request for Projects Services file may be viewed and copied by any member of the public, including news agencies and competitors. Providers claiming a statutory exception to the APRA must indicate so on a separate attachment labeled “Confidential Documentation Listing”. That document should include the following information:

- List all documents claiming a statutory exemption to the APRA;

- Specify which statutory exception of APRA applies to each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies to each document.

When claiming confidential information, Providers should submit two versions of their response: 1) a confidential version (for INESA's review and evaluation); and 2) a redacted version (for public records requests).

INESA reserves the right to make determinations of confidentiality. If the Provider does not identify the statutory exception, INESA will not consider the submission confidential. If INESA does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor.

Prices are NOT confidential information.

H. RFP RELEASE

The release of this RFP is formally communicated through the posting of this RFP on INESA's website, which is accessible online as follows: <https://www.in.gov/tos/INESA/>.

Please carefully review all information contained in the RFP, including all documents available as attachments or available through links. Any difficulty accessing the RFP or opening provided links or documents should be reported immediately to the INESA Contact.

I. GENERAL REQUIREMENTS AND CONSIDERATIONS

The Provider will provide the Services to INESA. Providers should affirm that they will fully satisfy the following General Requirements or elaborate on any modification or exception to them. **A Proposal that takes exception to any portion of the Scope of Work may be rejected.**

1. **Mandatory Contractual Terms.** By submitting an offer in response to this RFP, a Provider, if selected for award, will be deemed to have accepted the terms of this RFP and the Marketing Services Agreement which is attached hereto and by this reference incorporated herein as *Attachment A*. INESA reserves the right to further negotiate the terms of the Agreement, in its discretion. **Any exceptions to this RFP or the Agreement must be clearly identified in the Cover Letter to the Technical Proposal.**
2. **Agreement Duration.** If a Provider is selected pursuant to the RFP, the Agreement will become effective upon execution and will remain effective for a period of two years (with the possibility of renewal terms of one year, each at the sole option of INESA).
3. **Compensation and Payment.** The Provider will be compensated for the Services under the Agreement directly by INESA. The Provider will not receive additional compensation for miscellaneous charges including, but not limited to, photocopying, postage, telephone, facsimile, shipping/handling and courier/messenger costs between the Provider's location(s) and INESA's offices.

This type of administrative/operational expense may not be part of the Provider's Cost Proposal.

The Provider will not receive compensation for travel time or related expenses such as transportation, mileage, parking, etc., for meetings with INESA or any vendors rendering Services to INESA and/or the Provider. Travel related expenses may not be part of the Provider's Cost Proposal.

4. **Confidential Information.** The Provider must recognize that all information concerning INESA and its participants is the sole property of INESA, is confidential and is not to be used by the Provider for any other purpose.

J. DEFINITION OF TERMS

Account - refers to an Indiana education scholarship account established by an eligible student's parent or an emancipated (as described in IC 20-26-11-4) eligible student under IC 20-51.4-4-1.

ADA Compliant – compliance with the Americans with Disabilities Act, including all applicable regulations adopted thereunder, Web Content Accessibility Guidelines 2.0 (Level AA), and Section 508 of the Rehabilitation Act of 1973, including all applicable regulations adopted thereunder.

Agreement – the marketing services agreement entered into between INESA and the successful Provider.

Annual Grant Amount - refers to the annual grant amount deposited into the eligible student's account under IC 20-51.4-4-2.

Eligible Student - an individual who: (1) has legal settlement in Indiana; (2) is at least five (5) years of age and less than twenty-two (22) years of age on the date in the school year specified in IC 20-33-2-7; (3) is a student with a disability at the time the account is established who requires special education and for whom: (A) an individualized education program; (B) a service plan developed under 511 IAC 7-34; or (C) a choice special education plan developed under 511 IAC 7-49; has been developed; and (4) meets the annual income qualification requirement for a choice scholarship student under IC 20-51-1.

Fund - refers to the Indiana education scholarship account program fund established by IC 20-51.4-4-3.

Participating Entity - refers to an individual or entity authorized by the Indiana Treasurer of State to participate in the program under IC 20-51.4-5-2.

Program - refers to the Indiana education scholarship account program established by IC 20-51.4-3-1.

Public School - refers to a school maintained by a school corporation or a charter school.

Qualified Expenses - costs for education-related services, products, programs, and therapies provided by an INESA Provider for which scholarship grants may be used. This includes tuition and fees at schools and other education providers; training programs and camps; fee-for-service

transportation; supplemental services and therapies; costs associated with paraprofessionals; and fees for state assessments.

Qualified School - a nonpublic school accredited by either the state board or a national or regional accreditation agency that is recognized by the state board: (1) to which an eligible student is required to pay tuition to attend; and (2) that agrees to enroll an eligible student.

K. MINIMUM QUALIFICATIONS

Registration to do Business. Providers must be registered, and be in good standing, with the Indiana Secretary of State. Providers may do so at <https://inbiz.in.gov>.

II. SCOPE OF WORK

The Provider shall provide the Services outlined below. The Provider will be expected to provide these services under the control and direction of the Executive Director of INESA (Executive Director).

Detailed information regarding the requirements to be met and the tasks to be performed are provided below and in other Sections throughout this RFP. Providers are encouraged to recommend and include in their Technical Proposals any other services or activities necessary or beneficial to the successful marketing of INESA. These should be included in the Technical Proposal and the Cost Proposal, as applicable, submitted by the Provider. Notwithstanding any other provision hereof, the Provider(s) must be capable of providing the Services required hereunder immediately following INESA's review and approval of the Comprehensive Marketing Plan.

COMPREHENSIVE MARKETING PLAN

The Provider shall develop a Comprehensive Marketing Plan for INESA comprised of the areas listed below and shall be responsible for carrying out the concepts provided in the Comprehensive Marketing Plan. The Provider shall develop and perform these activities independently with the INESA Executive Director giving final approval for all published content.

1. General. The Comprehensive Marketing Plan shall include:

- Development and implementation of a central theme which will create a more effectual connection between all of INESA's marketing materials
- Development and implementation of strategies to market to individuals with disabilities and their families
- Development and implementation of strategies to market to providers of therapies and services to INESA students
- Development and implementation of strategies to market to schools who enroll INESA students
- Development and implementation of the marketing strategies with an emphasis on the times of the year most relevant to INESA's implementation, such as enrollment deadlines
- Development and implementation for marketing INESA in an ADA Compliant Manner

2. **Branding.** The Provider shall build awareness of INESA and its brand to support the mission, goals, and objectives of the comprehensive marketing plan. All materials across all mediums will follow INESA's branding standards.
3. **Creative.** The Provider shall develop all creative aspects pertaining to the marketing of INESA including digital marketing, social media, radio, public service announcements, print collateral, promotional products, and INESA's website.
4. **Sponsorships And Partnerships.** The Provider shall assist with the development of sponsorships and partnerships which are in line with the goals of the Comprehensive Marketing Plan.
5. **Media Planning and Buying.** The Provider shall research, develop, and execute a media-buying plan. The research shall include media audience, ratings, value-added opportunities such as non-profit bonus spots, on-air interviews, and brochure distribution at selected station events and/or other criteria as determined to be relative to the benefit of INESA.
6. **Interactive Marketing Planning and Buying – Web.** The Provider shall assist the Executive Director as requested with developing and/or carrying out a comprehensive interactive marketing strategy, which would support the mission, goals, and objectives of the Comprehensive Marketing Plan. This effort should include banner ads, text ads, search terms, social media, website updates, webinars, and videos or podcasts.
7. **Community Outreach Support.** The Provider shall assist the Executive Director as requested with developing and/or carrying out community outreach, which support the mission, goals and objectives outlined in the Comprehensive Marketing Plan. These Services may include, and are not limited to, securing relationships with targeted media, organizations and/or audiences that can lead to informational seminars or other outreach opportunities, producing relevant signs, banners, posters, or other informational/decorative displays for events, and managing or maintaining social media communication avenues.
8. **Reporting.** The Provider will prepare a review and/or summary of the effectiveness of INESA's marketing strategy on a monthly, quarterly, and ad hoc basis at the direction of the Executive Director. These reports will highlight all operational details and account actions, including but not limited to submissions, approvals, rejections, the time it takes to submit, approve or reject, to INESA and make recommendations to improve or enhance future marketing strategies.
9. **Meetings.** After implementation, the Provider shall meet at least monthly with the Executive Director to review progress, provide necessary guidance to the Executive Director in solving problems that may arise and provide advice and consultation for new initiatives. Meetings may be held at the Provider's location, INESA's office, by telephone or virtual means, or any other location in Indiana as determined by the Executive Director.

The Provider must also agree to ad hoc meetings throughout the year at mutually convenient times to address issues or concerns with existing projects; brainstorm new projects and initiatives; or to receive status updates with accurate timelines for ongoing or future projects as directed by the Executive Director.

III. PROPOSAL PREPARATION REQUIREMENTS

A. GENERAL

To facilitate timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Providers are required to format their proposals in a manner consistent with the guidelines described below:

- Each item requested below in Sections B through D must be addressed in the Provider's proposal.
- The Cover Letter must be in the form of a letter.
- The Technical Proposal must be organized under the specific section titles as listed below.
- Please submit the Technical Proposal, the Cost Proposal, and all attachments in PDF format.
- Confidential information must also be clearly marked in a separate folder/file.

Agreement. Providers must be able to agree to the terms and conditions of the Marketing Services Agreement attached hereto as *Attachment A*.

Subcontractors. The Provider is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Provider's proposal must identify all subcontractors and describe the contractual relationship between the Provider and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Provider must be in compliance with State law and will be subject to the provisions thereof. For each portion of the Services to be provided by a subcontractor, the Technical Proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Provider and any or all subcontractors will be considered in INESA's evaluation. The Provider must furnish information to INESA as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by INESA. All subcontracts held by the Provider must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of INESA.

The Provider must list any subcontractor's name, address, and the state in which they formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for the subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Provider of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. There is no specific goal for Minority, Women, or Veteran Owned Business participation in this RFP. However, for information purposes, the Provider should indicate which, if any, subcontractors qualify as a Minority, Women, or Veteran Owned Business as defined under IC 4-13-16.5-1, Executive Order 13-04, and IC 5-22-14-3.5.

B. COVER LETTER

The Cover Letter must be no longer than four (4) pages in length and address the following topics:

Agreement with Requirements of the Scope of Work listed in Section II. The Provider must explicitly acknowledge understanding of the general information presented in Section II and agreement with or any modification or exception to any requirements/conditions listed in Section II or *Attachment A – Marketing Services Agreement*. **A Proposal that takes exception to any portion of the Scope of Work or to the requirements of the Agreement terms may be rejected.**

Summary of Ability and Desire to Supply the Services. The Cover Letter must briefly summarize the Provider's ability to supply the Services that meet the requirements of Section II of this RFP.

Signature of Authorized Representative. A person authorized to commit the Provider to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section II, must sign the Cover Letter. In the Cover Letter, please indicate the principal contact for the proposal along with an address, telephone, and e-mail address.

C. TECHNICAL PROPOSAL

The Technical Proposal must be no longer than fifteen (15) pages in length and include the following:

1. Introduction

- a. **Provider's Technical Information.** Please provide any information about your company that will allow INESA to evaluate the technical aspects proposed by your company as it relates to fulfilling the Scope of Work (Section II) for the Services.
- b. **Similar Work Experience.** Please describe your company's experience in serving clients of a similar size to INESA that also had a similar scope including, but not limited to marketing to individuals with disabilities, students, families, providers and schools. Please provide specific clients and examples of actual work product.

2. Program of Service

This section will provide a detailed discussion of the Provider's service capabilities demonstrating the Provider's approaches to address the requirements outlined in Section II of this RFP. Program of Service will fully explain how the proposed Services will satisfy each requirement listed in this RFP (Section II - Scope of Work). Providers must include a transition and management plan to ensure continuity of Services currently being provided under INESA's existing contract, and also, a similar plan describing how they would ensure continuity of Services when the term of the Agreement concludes.

Each Provider should identify any subcontractors intended to be used in the performance of the Agreement, and the role each proposed subcontractor will perform in providing the Services. If the Provider will use no subcontractors, so state.

At a minimum, Providers must submit the following as part of their Program of Service:

- a. Describe the Provider's knowledge and experience in marketing to individuals with disabilities and their support networks.
- b. Describe the Provider's ability to market INESA in an ADA Compliant manner.
- c. Describe how the Provider plans to develop the Comprehensive Marketing Plan for INESA including:
 - Proposed steps and timeline for the development and implementation of the plan
 - Plans to research the product and learn the history and target marketing audience for INESA, including research procedures
 - Support the Provider will require from INESA to develop the Comprehensive Marketing Plan
 - Plans to conduct interviews and gather relevant information from the agency and other stakeholders
 - Plans to test messaging and strategy with the target audience
 - Plans to utilize INESA's brand to support the mission, goals, and objectives of the Comprehensive Marketing Plan
- d. Describe the Provider's approach to developing marketing creative including digital marketing, radio, public service announcements, print collateral, promotional products, and website creative.
- e. Describe the Provider's approach to developing sponsorships and partnerships which are in line with the goals of the Comprehensive Marketing Plan.
- f. Describe how the Provider proposes to accomplish media planning and buying including value-added opportunities such as non-profit bonus spots, on-air interviews, and brochure distribution at selected station events.
- g. Describe the Provider's digital marketing strategy for INESA.
- h. Describe how the Provider proposes to support INESA's community outreach needs including securing relationships with targeted media, organizations and/or audiences.
- i. Provide three samples of successful marketing or promotional materials, including digital materials, used for similar programs.
- j. Provide samples of reports prepared by Provider that analyze and highlight the effectiveness of services provided, and recommendations to improve or enhance future marketing and public relations strategies.

3. Capabilities

At a minimum, Provider must:

- a. Describe the staffing plan to provide the Services required by this RFP, including summary resumes for those with principal responsibilities for managing the

Provider's responsibilities under the Agreement as well as for those with principal responsibilities for each functional area. Their resumes should include past experience servicing similar types of programs and any familiarity with INESA.

- b. Describe how the Provider proposes to properly evaluate the project team on a continual basis to ensure that quality standards are met.
- c. Provide three references that will be applicable to the specific Services requested in this RFP. INESA will have the right to contact any reference as part of the evaluation and selection process. If a Proposal uses a subcontractor(s), provide three references per subcontractor. If the Provider (or a subcontractor) provides this service or a similar service to a state or municipal government, the Provider must identify all such entities as a reference. References are to include descriptions of:
 - i. The quality and breadth of services provided by the Provider;
 - ii. Each client reference is to include the following information:
 - a. Name of client organization: Name, title, and telephone number of point of contact for client organization;
 - b. Value and type of contract(s) supporting the client organization, the date the work was performed or the duration of contract(s) supporting the client organization, and the service location; and
 - c. If the Provider is no longer serving this client, an explanation of why the Provider is no longer providing the services.

D. COST PROPOSAL

The provider shall provide all labor, equipment, materials, supplies, transportation, and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. If any third-party vendors, modules, or services are needed or highly recommended, please clearly identify as such including vendor name and contract information and indicated if this additional vendor's service will need to contract separately for this. If applicable, please include the following costs associated with all proposed software applications and associated services.

Cost Proposal Schedule. The Provider must provide a firm, fixed price for all requirements set forth in this RFP. Please complete the *Cost Proposal Schedule – Attachment B* and submit as a separate PDF document along with the Provider's Technical Proposal. This cost proposal should include all costs related to the marketing services sought under the RFP.

Travel Reimbursement. INESA will not reimburse Provider for travel time or related expenses such as transportation, mileage, parking, etc., for meetings with INESA or any vendors rendering Services to INESA and/or the Provider. Travel related expenses may not be part of the Provider's Cost Proposal.

Net Pricing. All costs, including media, outside production costs, subcontractors' costs, or out-of-pocket expenses incurred will be invoiced at net, with no mark-up or commission.

E. SUBMISSION REQUIREMENTS

Each Provider must submit separate Technical and Cost Proposals in PDF format by e-mail to Jaclyn A. Guglielmo at JGuglielmo@tos.in.gov. All responses must be received no later than **March 25, 2022 by 4:00 PM EDT**. The subject line of the email submission must clearly state the following: “RESPONSE TO REQUEST FOR PROPOSALS 22-02”.

F. ADDITIONAL INFORMATION

INESA may, at its discretion, ask one or more Providers for additional information and/or to meet with INESA to further discuss the provider’s information.

IV. SELECTION PROCESS AND CRITERIA

A. AWARD OF CONTRACT

INESA reserves the right to reject any and all responses to this RFP. INESA may choose to appoint a selection committee to compile a list of finalists and either seek additional information from these Providers to clarify best and final offers and/or permit an oral presentation to INESA. INESA will determine which Proposal offers the best means of servicing the interests of INESA.

B. EVALUATION CRITERIA

Responses will be evaluated based on the following criteria, which is presented in no particular order:

- Design of Comprehensive Marketing Plan;
- Experience in marketing to individuals with disabilities and their service providers;
- ADA compliance;
- Marketing commitment to reach potential customer base;
- Goal measurement and monitoring criteria; and
- Any other quality or characteristic deemed in the best interests of INESA.

C. PROVIDER NOTIFICATION / NOTIFICATION OF AWARD.

Unless otherwise indicated in the Cover Letter to the Technical Proposal, Providers will receive notification from INESA with regard to this RFP via e-mail.

It is the Provider’s obligation to notify INESA of any changes in any address that may have occurred since the origination of this solicitation. INESA will not be held responsible for incorrect provider addresses.

ATTACHMENT A – MARKETING SERVICES AGREEMENT

This Agreement (“Agreement”) effective _____, 2022, entered into by and between the Indiana Education Scholarship Account Program (“INESA”) and _____ (the “Provider”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Provider. The Provider shall provide services to INESA as described in the Request for Marketing Services issued by INESA on February 28, 2022 and any amendments thereto (“RFP”), the Provider’s Technical and Cost Proposals submitted in response to the RFP, and the Schedules and Attachments to this Agreement. (Collectively, the “Services”).

2. Consideration. The Provider will be paid as set forth in the Cost Proposal Schedule attached hereto as Attachment B. All services provided by the Provider under this Agreement must be performed to INESA’s reasonable satisfaction, as determined at the discretion of the undersigned INESA representative and in accordance with all applicable federal, State, local laws, ordinances, rules, and regulations. INESA shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of any federal, State, or local statute, ordinance, rule, or regulation.

3. Term. This Agreement shall commence on the date set forth above and shall be in effect for two years unless earlier terminated in accordance with the termination provisions of this Agreement. INESA, in its sole discretion, may renew this Agreement for) additional one (1) year terms.

4. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) attachments prepared by INESA, (3) RFP #22-02, (4) Provider’s response to RFP #22-02, and (5) attachments prepared by the Provider. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

5. Access to Records. The Provider and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. They shall make such materials available at their respective offices at all reasonable times during the term of this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by INESA or its authorized designees. Copies shall be furnished at no cost to INESA if requested.

6. Changes in Work. The Provider shall not commence any additional work or change the scope of the work until authorized in writing by INESA. The Provider shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

7. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the “Materials”) not developed or licensed by the Provider prior to execution of this Contract, but specifically developed under this Agreement shall be considered “work for hire” and the Provider hereby transfers and assigns any ownership claims to INESA so that all Materials will be the property of INESA. If ownership interest in the Materials cannot be assigned to INESA, the Provider grants INESA a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy, and create derivative works of the Materials.

B. Use of the Materials, other than related to Agreement performance by the Provider, without the prior written consent of INESA, is prohibited. During the performance of this Contract, the Provider shall be responsible for any loss of or damage to the Materials developed for or supplied by INESA and used to develop or assist in the services provided while the Materials are in the possession of the Provider. Any loss or damage thereto shall be restored at the Provider’s expense. The Provider shall provide INESA full, immediate, and unrestricted access to the Materials and to Provider’s work product during the term of this Agreement.

8. Provider Representations and Warranties.

A. The Provider shall comply with all applicable federal, State, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable State or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by INESA and the Provider to determine whether the provisions of this Agreement require formal modification.

B. The Provider and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with INESA as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Provider has knowledge, or would have acquired knowledge with reasonable inquiry, that a State officer, employee, or special State appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Agreement, the Provider shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Agreement.** If the Provider is not familiar with these ethical requirements, the Provider should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Provider or its agents violate any applicable ethical standards, INESA may, in its sole discretion, terminate this Agreement immediately upon notice to the Provider. In addition, the Provider may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Provider certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State of Indiana. The Provider agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Provider. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Provider is current in its payments and has submitted proof of such payment to INESA.

D. The Provider warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify

INESA of any such actions. During the term of such actions, the Provider agrees that INESA may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

E. The Provider warrants that the Provider and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INESA. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

F. The Provider affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. The signatory for the Provider has been duly authorized to execute this Agreement on behalf of the Provider and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Provider when his/her signature is affixed, and accepted by INESA

9. Confidentiality of Information. The Provider understands and agrees that data, materials, and information disclosed to the Provider may contain confidential and protected information. The Provider covenants that data, material, and information gathered, based upon, or disclosed to the Provider for the purpose of this Agreement will not be disclosed to or discussed with third parties without the prior written consent of INESA.

10. Indemnification. The Provider agrees to indemnify, defend, and hold harmless INESA, its agents, officials, and employees from all third-party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Provider and/or its subcontractors, if any, in the performance of this Agreement. INESA will not provide indemnification to the Provider.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Provider hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to INESA within ten (10) days after receiving actual notice that the Provider, or an employee of the Provider in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Provider swears or affirms under the penalties of perjury that the Provider does not knowingly employ an unauthorized alien. The Provider further agrees that:

A. The Provider shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Provider is not required to participate should the E-Verify program cease to exist. Additionally, the Provider is not required to participate if the Provider is self-employed and does not employ any employees.

B. The Provider shall not knowingly employ or Agreement with an unauthorized alien. The Provider shall not retain an employee or Agreement with a person that the Provider subsequently learns is an unauthorized alien.

C. The Provider shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Provider that the subcontractor does not knowingly employ or Agreement with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Provider agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

D. INESA may terminate for default if the Provider fails to cure a breach of this provision no later than thirty (30) days after being notified by INESA.

13. Independent Provider; Workers' Compensation Insurance. The Provider is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. The Provider shall provide all necessary unemployment and workers' compensation insurance for the Provider's employees.

14. Nondiscrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Provider covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, State, or local law ("Protected Characteristics"). The Provider certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between INESA and any applicant or employee of the Provider or any subcontractor.

B. INESA is a recipient of federal funds, and therefore, where applicable, the Provider and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

15. Penalties/Interest/Attorney's Fees. INESA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2. Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from INESA's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

16. Public Record. The Provider acknowledges that INESA will not treat this Agreement as containing confidential information. Use by the public of the information contained in this Agreement shall not be considered an act of INESA.

17. Continuity of Services.

A. The Provider recognizes that the service(s) to be performed under this Agreement are vital to INESA and must be continued without interruption and that, upon Agreement expiration, a successor, either INESA or another contractor, may continue them. The Provider agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

B. The Provider shall, upon INESA's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Agreement expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to INESA's approval. The Provider shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency.

C. The Provider shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement. The Provider also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Provider shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Provider shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after Agreement expiration that result from phase-in, phase-out operations).

18. Disputes.

A. Should any disputes arise with respect to this Contract, the Provider and INESA agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Provider agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Provider fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INESA or the

Provider as a result of such failure to proceed shall be borne by the Provider, and the Provider shall make no claim against INESA for such costs.

C. INESA may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INESA to the Provider of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for the Provider to terminate this Contract, and the Provider may bring suit to collect these amounts without following the disputes procedure contained herein.

D. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of INESA as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of INESA should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

19. Funding Cancellation. When the State makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the State that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INESA, whenever and for any reason, INESA determines that such termination is in its best interest. Termination of services shall be affected by delivery to the Provider of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Provider shall be compensated for services properly rendered prior to the effective date of termination. INESA will not be liable for services performed after the effective date of termination. The Provider shall be compensated for services herein provided but in no case shall total payment made to the Provider exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

21. Termination for Default by INESA.

A. With the provision of thirty (30) days' notice to the Provider, INESA may terminate this Agreement in whole or in part if the Provider fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if INESA determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Agreement or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Agreement.

B. If INESA terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner INESA considers appropriate, services similar to those terminated, and the Provider will be liable to INESA for any excess costs for those supplies or services. However, in the sole discretion of INESA, the Provider shall continue the work not terminated.

C. INESA shall pay the Provider for completed services accepted. Failure to agree will be a dispute under the Disputes clause. INESA may withhold from these amounts any sum INESA determines to be necessary to protect INESA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of INESA in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

22. Termination for Default by the Provider. If INESA, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Provider may cancel and terminate this Agreement and institute measures to collect monies due up to and including the date of termination.

23. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither INESA's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Contract, and the Provider shall be and remain liable to INESA in accordance with applicable law for all damages to INESA caused by the Provider's negligent performance of any of the services furnished under this Agreement.

24. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

25. Merger & Modification. This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

26. Severability. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

27. Assignment; Successors. The Provider binds its successors and assignees to all the terms and conditions of this Agreement. The Provider shall not assign or subcontract the whole or any part of this Agreement without INESA's prior written consent. Additionally, the Provider shall provide prompt written notice to INESA of any change in the Provider's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

28. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Provider. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Provider, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a State officer, employee, or special INESA appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Provider attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

29. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

30. Survival. The provisions of Sections 5, 7, 9, 10, 16, and 17 shall survive termination of this Agreement.

In Witness Whereof, the Provider and INESA have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

PROVIDER

INESA

By: _____

By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

ATTACHMENT B – COST PROPOSAL SCHEDULE

This Cost Proposal Schedule includes the projects that INESA anticipates needing during the next year for its overall marketing efforts. Pricing for these projects is being collected in anticipation of needing the specified type of work. Until the Comprehensive Marketing Plan is developed, there is no assurance that a project will be approved. **The Pricing Schedule contains a reference to the appropriate Scope of Work section for each project component.**

If a Provider anticipates that there would be “other” prices that INESA may incur for any of the projects listed below, these prices must be noted in “other” spaces provided under each heading, and clearly defined. Remember to include any labor costs - including staff, management, subcontractors, etc. Prices resulting from the projects listed below, but not included in this attachment may not be allowed during the course of the Agreement.

No charge: if there is not a charge for any of the services listed, please note with an “n/c”.

Not To Exceed: will be abbreviated as NTE

Hourly Rates- All hourly rates shall be priced as fully loaded labor rates defined as: The billing rate of a labor category that includes all profit, direct and indirect costs.

COMPREHENSIVE MARKETING PLAN. Indicate the total cost to develop the Comprehensive Marketing Plan. Indicate the total price for each line item.

	YEAR 1	YEAR 2	YEAR 3 (Optional)
Comprehensive Marketing Plan Development			
Comprehensive Marketing Plan Execution			
Digital			
Social Media			
Broadcast			
Print			
Other			
TOTAL			

A. Plan Development

Total Price Not to Exceed \$ _____

B. Program Execution

Total Price Not to Exceed \$ _____